

Disclaimer

This agreement relieves Mission Support Alliance, LLC ("MSA") of any and all liability relating to use of the OPEXSHARE Website ("Website"). Website use is at your own risk.

Terms and Conditions

This Terms and Conditions Agreement ("Agreement") applies to the use of the OPEXSHARE Website.

This Agreement is also subject to change at any time without notice. Please refer to this Agreement regularly, as your continued use of the Website indicates your acceptance of the Terms and Conditions in effect at the time of Website usage.

Access and Eligibility

Access requirements are determined by the Website Administrator(s) and they are subject to change at any time without notice.

Only individuals who are at least eighteen years of age and capable of forming a legally binding agreement may use the Website. Each user must be employed by the federal government (includes government contractors), a state or municipal agency, or conduct business related to government activities. Non-government entities may be granted use of the Website as determined by the Website Administrator(s). Each user may only use the Website to share operating experience and collaborate with other entities in the operating experience community.

Acceptable Use

The OPEXShare Website Administrator(s) reserves the right to judge acceptable use. The Website Administrator may change, delete, or deactivate any user's information without notice if Website use is not deemed acceptable by the Administrator.

The Website must not be used in any way that harms other users or harm Website functioning.

This service will not be used in any manner judged to be inappropriate by the Administrator(s) or in any manner that violates applicable local or national laws. Fraudulent or otherwise inappropriate use of the Website may result in account suspension or termination.

Keep your account information confidential. Do not transfer your account to any other person or entity.

Limits of Liability

MSA maintains this Website to facilitate communication between operating experience community. The Website provides a function through which contact information can be exchanged. MSA declines any liability relating to your interaction with any other users of the Website.

There are risks associated with the use of this service including fraudulent representation by other users regarding their identity, driving record, or reliability as a source of transportation. MSA has no control over the intentions or practices of other users. Thus, the information provided on the website is provided "AS IS." By using the Website, you agree to assume all risks associated with contacting other Website users.

By using the Website, you agree to release MSA and its employees, directors, officers, agents, contractors, service providers, partners, subsidiaries, affiliates and joint ventures from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to the Website and/or the Hanford Rideshare program.

In no event shall MSA and its employees, directors, officers, agents, contractors, service providers, partners, subsidiaries, affiliates and joint ventures be liable for damages, including consequential, lost profits, special, indirect, incidental, or punitive damages connected to use of the Website. MSA entire liability and your exclusive remedy per this Agreement will be, at MSA discretion, to correct or work around errors.

Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. MSA AND ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, SERVICE PROVIDERS, PARTNERS, SUBSIDIARIES, AFFILIATES, JOINT VENTURES, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE WEBSITE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. MSA DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE.

You agree to indemnify and hold MSA and its employees, directors, officers, agents, contractors, service providers, partners, subsidiaries, affiliates and joint ventures harmless from any loss, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Website.

General

This agreement shall be governed in all respects by the laws of the State of Washington. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference only and in no way define this agreement. Our failure to act on a breach by you or any third party does not waive our right to act in accordance with this agreement. All users agree to waive any rights to a jury trial.

Disputes and complaints you have about use of the Website may be reported by emailing us at our support email address – [OPEXHARE@rl.gov]